

**MEMORANDUM OF UNDERSTANDING****Deputy Sheriff's Association****Law Enforcement Unit****10/1/2017 – 9/30/2021**

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**MEMORANDUM OF UNDERSTANDING  
DEPUTY SHERIFF'S ASSOCIATION  
Law Enforcement Unit**

October 1, 2017-September 30, 2021

**SECTION 1. TITLE**

Salaries, benefits and conditions of work for peace officers of the Alpine County Sheriff's Department, as recognized below, provide the framework for this agreement between the Board of Supervisors of the County of Alpine and the Deputy Sheriff's Association, and is referred to as the Memorandum of Understanding.

The Alpine County Deputy Sheriff's Association, hereinafter referred to as "DSA", and the designated representative of the Alpine County Board of Supervisors, have met and conferred in good faith regarding wages, hours, terms and conditions of employment of employees in the representation unit, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters of employment conditions and employer-employee relations of such employees. This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code §3500, et seq.).

**SECTION 2. RECOGNITION**

- A. The Association, hereinafter referred to as the "Union," is the sole and exclusive representative for the purpose of establishing wages, hours and other terms and conditions of employment in the classifications of positions set forth below. The Employee Relations Officer retains the right, after notice to and consultation with the bargaining unit representatives, to allocate new classifications or positions, delete eliminated classifications or retain, reallocate or delete modified classifications or positions from the Unit in accordance with the Employer-Employee Relations Resolution.
- B. **Allocation of positions.** Employees covered by the terms and conditions of this Agreement shall be allocated to the following salary ranges, as follows:
1. Deputy Sheriff I: Range 42;
  2. Deputy Sheriff II: Range 43B;
  3. Bear Valley Public Safety Officer I: Range 43
  4. Bear Valley Public Safety Officer II: Range 44B
  5. Sheriff's Sergeant: 48
  6. Bailiff: 43B
  7. Deputy Sheriff Recruit (Non-Sworn): 41
  8. Detective: Range 44B
  9. Battalion Chief: Range 46B (and starting October 1, 2017)



### **SECTION 3. PURPOSE**

The purpose of this comprehensive Memorandum of Understanding (MOU) is to promote and provide for continuity of operations and employment through harmonious relations, cooperation and understanding between management and the sworn peace officers and non-sworn peace officer recruits covered by the provisions of this MOU; to provide an established, orderly and fair means of resolving any misunderstandings or differences which may arise from the provisions of this MOU; and to set forth the understanding reached between the parties as the result of good faith negotiations set forth herein.

### **SECTION 4. COUNTY RIGHTS**

The County retains to itself solely, and without limitation, all rights, privileges, powers, and authority conferred upon the County by law, except as such rights, privileges, powers, and authority are expressly abridged by this Agreement. Such rights, privileges, powers, and authority shall include, but are not limited to, the following:

- To manage and direct its business and personnel;
- To manage, control and determine the mission of its departments, building facilities and operations;
- To create, change, combine or abolish jobs, departments and facilities, whole or in part;
- To establish the initial salary for newly created positions;
- To subcontract or discontinue work for economic or operational needs;
- To direct the work force;
- To increase or decrease the work force and determine the number of employees needed;
- To hire, transfer, promote, demote and maintain work standards, schedules of operations and reasonable work loads;
- Assign work and required overtime;
- Schedule working hours and shifts;
- To adopt rules of conduct and penalties for violation thereof;
- To determine the type and scope of work to be performed and the services to be provided;
- To determine the methods, process, means and places of providing services and to prepare for and operate in an emergency.

Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County by any law regulating, authorizing or empowering the County to act or refrain from acting.

### **SECTION 5. UNION RIGHTS**

#### **A. Dues deduction.**

1. The Union may have the regular dues of its members within the representation unit deducted from the employee's paychecks under procedures prescribed by the County for such deductions. The Union has the exclusive privilege of dues deduction for employees assigned to the unit.

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2. Payroll deductions shall be for a specified amount and uniform as between employee members of the Union, and will not include fines, fees and/or assessments. Authorization, cancellation, or modification of payroll deduction will be made upon forms provided or approved by the County. The payroll deduction authorization will remain in effect until cancelled or modified by the employee by written notice to the County or until the first day of the pay period following the transfer of the employee to a unit represented by another employee organization or until employment with the County is terminated. Amounts deducted and withheld by the County shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds, at the address specified.
3. The employee's earnings must be sufficient; after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the County which would have been withheld if the employee who is in non-pay status during any part of the pay period, and if the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the employee organization deduction.

**B. Indemnity and refund.** The Union shall refund to the County any amounts paid to it in error upon presentation of supporting evidence.

**C. Use of County facilities.**

1. The Union shall be allowed use of space on available bulletin boards for communications having to do with official Union business, such at times and places of meetings, provided such use does not interfere with the needs of the County.
2. The County shall notify the DSA/Union President of all new hires and shall provide an updated membership list (including name, address, email address, and phone number) at least every ninety days. The Association shall receive 30 minutes of time with each new employee during the orientation period.
3. County buildings and other facilities may be made available for use by County employees or the Union or their representatives in accordance with such administrative procedures, including applicable fees, as may be established by the Board's designee or department heads concerned.

**D. Attendance at meetings by representatives.**

1. County employees who are official representatives or unit representatives of the Union will be given reasonable time off with pay to attend meetings with County management representatives, or to be present at County hearings when requested by the County where the matters within the scope of representation or



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grievances are being considered, or when any member of the unit requests their presence pursuant to California Government Code §3303(h). The use of official time for this purpose shall be reasonable and will not interfere with the performance of County services as determined by the County. Such employee representatives will submit a request for excused absence to their respective department head, prior to the scheduled meeting whenever possible, unless such absence is due to the request by a member of this unit under the referenced Government Code section. Except by mutual agreement, the number of employees excused for such purpose will not exceed two (2) per recognized unit.

2. Attendance by unit representatives at seminars or other meetings outside of the County related to their functions as unit representatives will be at their own expense. Sixty (60) hours of cumulative time will be allowed for such activities.
3. The Union will receive a copy of the agenda and the entire minutes of all Board of Supervisors meetings, except for meetings held in closed session. Access to County financial records will be made available to the Union upon request.

**SECTION 6. AGENCY SHOP**

- A. **Agency Shop.** All employees in the bargaining unit represented by the Union shall be required, as a condition of continued employment, either to join the Union or to pay the Union a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Union. This requirement shall not apply to any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations. Such individuals shall not be required to join or financially support the Union as a condition of employment, but will be required, in lieu of periodic dues, initiation fees, or agency shop fees, to contribute to a non-religious, non-labor, charitable fund which is mutually acceptable to the Union and the employee, and is exempt from taxation under **Error! Bookmark not defined.**Section 501(c)(3) of the Internal Revenue Code.
- B. **County notice requirement.** Any employee hired by the County, subject to this agreement shall be provided, through the Administration office, with a notice advising that the County has entered into an agency shop agreement with the Union. All employees subject to the agreement must join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of the Union dues or a service fee.
- C. **Employee response period.** Said employee shall have thirty (30) days following the initial date of employment to fully execute the authorization form of his or her choice and return said form to the County payroll department. If the form is not completed properly and returned within thirty (30) working days, the County shall commence and continue the payroll deduction notice until such information is obtained.
- D. **Leave without pay.** Unit members on voluntary leave without pay, and unit members who are on laid off status shall be exempt from these provisions herein; except that the

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decision as to membership or payment of a fee as set forth in Section 7.A. herein must be exercised within the first thirty (30) working days upon return to paid status.

- E. **Non-Union Representation Fee.** The representation/service fee to be collected from non-Union unit members shall be the amount authorized by section 3540.1 (j)(2) of the California Government Code, and for deduction purposes shall constitute no less than ninety-five percent (95%) of the calculated dues rate as per the Union bylaws.
- F. **Dispute.** Any dispute as to the amount of the representation fees shall be resolved pursuant to the provisions of Section 7.I. herein.
- G. **Annual Verification.** The Union shall submit a copy of the detailed financial report to the County, which the Union must make available to the Public Employee Relations Board pursuant to Government Code Section 3546.5. The parties agree that the Union must supply a copy of said financial report to the County as a condition precedent to the County's automatic deduction of the representation/service fee from a unit member's payroll.
- H. **Exemptions.** Any unit member may be exempted from payment of any representation/service fee to the Union. If that person is a member of a religious body whose traditional tenants or teachings include objections to joining or financially supporting an employee organization as defined in Section 3540.1 (d) of the Government Code. Such exempt unit members shall as an alternative payment of the representation service fee to the Union be an amount equivalent to such representation service fee to the non-profit or religious organization of their choice. The County upon written request from the Union shall require such exempt unit member to submit a written affidavit to the Union verifying the existence and nature of the allowable objection to payment of the representation/service fee and in addition, shall require such exempt unit member to submit proof of payment of an amount equivalent to such representation/service fee to the organizations they have defined.
- I. **Procedure for Contesting Representation Fee.** The parties agree that in order to provide a uniform definition of the amount of representation/service fee, any such disputes involving the amount of such fee must first be referred to the Public Employees Relations Board (PERB) for determination, provided that the parties have first complied with the other provisions of this section. If, at any time, the PERB determines that some or all of their representation/service fees deducted shall be held in escrow pending a determination of the correct amount of the fee, the County will deposit the amount in an escrow account. The moneys held in escrow shall be released to the appropriate party upon the rendering of a final decision by PERB.

## **SECTION 7. NON-DISCRIMINATION**

There will be no discrimination in the implementation of this document because of race, color, religion, ancestry, national origin, age, sex, sexual preference, marital status, medical condition or physical disability which does not preclude the ability to perform a job description with reasonable accommodations, or legitimate organizational activities against any employee covered hereby; by the Union or the County, and to the extent prohibited by applicable state and federal law.



## **SECTION 8. HOURS OF WORK AND WORK WEEK**

The provisions of this Section govern hours of work for non-exempt employees. However, these provisions shall not interfere with the essential services of the department. The Sheriff will assign Sheriff's department personnel to daily work shifts required to meet the operational needs of the department.

- A. **Standard work week.** The standard work week for non-exempt employees will be forty (40) hours, ordinarily consisting of five (5) eight (8) hour days or four (4) ten (10) hour days for non-exempt employees. The time of day for commencement of work for each employee will be specified by the Sheriff or his or her authorized representative. The Sheriff will assign Sheriff's department personnel to weekly shifts required to meet the operational requirements of the department.
- B. **Official work week.** The standard official work week for all department personnel will begin at 12:01 a.m. on Sunday and end at 12:00 a.m. on the following Sunday.
- C. **Standard work day.** The standard work day for non-exempt employees will begin at 12:01 a.m. and end at 12:00 a.m. the following day.

## **SECTION 9. SALARY PROVISIONS**

### **A. Salaries – General**

- 1. "Classification" is the range and step determined for each employee on the salary schedule. The salary ranges and their effective dates, for employees covered by this Memorandum of Understanding, are set forth in Attachment A, which is the approved and adopted Salary Schedule. All employees in this representation unit will receive the salary assigned to their classification, at their appropriate step, except those adjusted by specific action of the Board of Supervisors, as provided below, or those limited by "Y" rate, as specified in Alpine County Code, Chapter 2.88 (Personnel Rules and Regulations) establishing personnel rules and regulations.
- 2. "Anniversary Step Raise"- A permanent employee shall receive their anniversary step raise on the date of his or her anniversary.
- 3. "Range" is the numerical designation of allowable compensation as shown in the salary schedule.
- 4. "Step" is each of the five salary steps within each range as shown on the salary schedule.
- 5. Employees shall be paid biweekly on Fridays. Payment will reflect the number of hours worked at the employee's hourly rate. It is the employee's responsibility to submit their timesheets at the end of each pay period and failure to do so may result in a delay in processing the employee's pay check.

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6. Effective October 1, 2017, salaries will be increased 5%

Effective July 1, 2019, salaries will be increased 2%

Effective July 1, 2020, salaries will be increased 3%

- B. **Grant funded positions – no General Fund obligation.** Any increases in grant or state funded positions shall be borne entirely from said grant or alternative funds, and shall not become a General Fund obligation unless as provided in the terms of acceptance of said Grant.

**SECTION 10. OVERTIME, STANDBY, CALL-OUT AND LONGEVITY**

**A. Overtime**

1. Overtime is time worked, under the authorization of the Sheriff, in excess of that period considered a normal workweek. It is the policy of the County to avoid the necessity for overtime work whenever possible. To obtain credit for overtime, an employee must obtain prior authorization from the Sheriff or his or her designated representative.
2. Absences, if not charged to vacation or sick leave, will be deducted from overtime earned in the same pay period or accumulated from previous pay periods as determined by the Sheriff. All emergency overtime will be paid, regardless of absence in the same pay period, when approved by the department head and indicated on the time sheet.
3. A non-exempt employee working in excess of forty (40) hours in the defined workweek shall be paid an overtime rate of compensation of no less than one and one-half (1½) times the regular rate of pay of the employee for any work in excess of forty (40) hours per week. The calculation of overtime worked shall include actual hours worked and shall include vacation hours, compensatory time off, and sick leave. Any unused overtime not taken within the pay period shall be paid at time-and-one-half (1½) in lieu of CTO, except for the allowable accumulation below. When non-exempt employees are called in to work on a holiday, compensation shall be at time-and-one-half (1½) for the hours worked. Holiday Pay credit shall be either eight (8) hours or ten (10) hours dependent upon the work schedule of bargaining unit members.

Employees shall receive two (2) times the regular rate of pay to non-exempt members for overtime work performed in excess of twelve hours in a 24-hour period. Such employees will not be entitled to any other overtime for such period of time.

4. If requested by the employee and approved by the department head, an employee may receive compensatory time off (CTO) at time-and-one-half in lieu of overtime pay, except that if an employee is on a special assignment with a



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special rate of pay, the employee shall be paid all overtime while in the special assignment instead of accruing CTO time

5. All non-exempt peace officers may accumulate a maximum of one hundred eighty (180) hours overtime credit. Employees who have more than one hundred eighty (180) hours CTO will not be allowed to earn more CTO time. All overtime credit accrued in excess of this limit is automatically paid to the peace officer. Call-out will be applied to the allowed overtime accumulation. Overtime accruals up to one hundred (100) hours may be carried over from year-to-year and shall be paid at the rate at which they are accrued. Notwithstanding the above, whenever a deputy changes status, or receives any pay change, his/her CTO balances will be cashed out prior to the change in pay status
- B. **Court time.** Should a member make a court appearance pursuant to lawful subpoena for the purpose of testifying to facts, acts, or events that occurred in the scope of his or her employment with the Alpine County Sheriff's Department, and should his or her court appearance not commence and terminate entirely within his regular shift or extended shift, such member shall be entitled to credit for overtime as provided by the provisions of this agreement relating to call-out.
- C. **Stand-by Time:** Effective the first day following approval of the Memorandum of Understanding by the Board of Supervisors, all Deputy Sheriffs will be eligible to receive Stand-by, (on call) pay of \$4 per hour for every hour on Stand-by when assigned by the Sheriff or his/her designee. The \$4 per hour Stand-by pay will normally be for those hours between midnight and 6 a.m. No more than one deputy in Bear Valley and one deputy in Markleeville at a time shall be placed on paid Stand-by. When actually called into work, Deputy Sheriffs will receive "call out" pay in accordance with Section D, Call Out Time and will cease to receive the Stand-by (on-call) pay for that period of time (Deputy Sheriffs are not entitled to concurrent pay for Stand-by and Call Out) Stand-by compensation shall not be considered part of the Deputy Sheriffs rate of pay.
- Stand-by duty will require that assigned personnel remain available for response to dispatch within the response area during the assignment hours and in a manner and condition appropriate for safe response. Personnel on Stand-by status will provide a telephone number to their department for confidential, work-related need only at which time they can be reached for dispatch. Stand-by duty assignment will be in accordance with department policy.
- D. **Call Out time.**
1. "Call Out" is defined as an officer who is released from duty and is being called out to work by his department. Call-out will commence when the officer performs a work/law enforcement function. Call-out shall be documented on a patrol log with the date, time, activity and reason for the call. Call-out involving criminal matters shall be assigned a case number. Call-out does not include an extension of the employee's normally scheduled work day and does not include regularly scheduled work assignment on holidays.

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2. An employee who is called out on department business will receive a minimum salary compensation equivalent to four (4) hours at time-and-one-half. When an employee is called out within four (4) hours of going on duty for a regular shift, the employee shall receive overtime pay at time-and-one-half for the time between the commencement of call out and the time of commencement of their regular shift. Call-out worked in excess of the four-hour minimum will be compensated in accordance with the provisions of this agreement.
- E. Bear Valley-Kirkwood Housing Differential.** Public Safety Officers whose primary work location is at Bear Valley (maximum three positions) and Kirkwood (maximum one position), and who reside in either of these two resort communities, will receive a total of five hundred dollars (\$500) per month, in addition to their compensation. The differential is not included in the salary base. Any deputy residing in housing provided by the County free of charge shall waive their right to the \$500.00 housing differential.
- F. SPECIAL ASSIGNMENTS:**
- Field Training Officer (FTO) Assignment Pay.** Effective July 1, 2003, qualified employees in the Deputy II classification who are assigned on a full-time basis by the Sheriff as an FTO shall receive a five percent (5%) of base pay differential for the assignment, not to exceed sixteen (16) weeks.
- Any person serving as an FTO shall meet all applicable requirements of the Peace Officers' Standards for Training (POST). Said assignment as an FTO shall be made at the sole discretion of the Sheriff. The duties and responsibilities of FTO and the activities that constitute "field training" shall also be at the sole discretion of the Sheriff. When such assignment is terminated at the discretion of the Sheriff, and the employee is no longer entitled to FTO pay, such loss of FTO pay shall not be considered a punitive action under the Public Safety Officers' Bill of Rights (Government Code §3300 et. seq.) and is not subject to appeal or grievance.
- G. Longevity Increase.** Longevity pay increases shall be based upon continuous service with the county in an allocated position and shall be calculated from the date an employee attains permanent status (anniversary date). Said increase shall become effective the first day of the twice a month pay period following completion of the required period of service. A five percent (5%) longevity increase shall be granted to an employee who has completed five (5) years thereafter for a total of three (3) longevity step increases. Current employees who are at a higher longevity step (i.e., Longevity Step 4 or higher) will have their step grandfathered and remain at that step in the future. Future employees of the bargaining unit hired after the adoption of the 2007 MOU by the Board of Supervisors will not be eligible for longevity steps.
- H. Shift Differential.** Effective the start of the payroll period following adoption, employees assigned to the Swing Shift shall have one and one-half percent (1-1/2%) added to the base rate of pay.



## SECTION 11. VACATION POLICY AND HOLIDAYS

### A. Vacation

1. Effective the first pay period following adoption and ratification:

Vacation shall be accrued as follows:

Years of Service	Accrual – Days	Accrual - Hours
1	10	80
2	10	80
3	12	96
4	13	104
5	15	120
6	16	128
7	17	136
8	18	144
9	19	152
10	20	160

2. Permanent part-time employees will be entitled to vacation in proportion to the hours they work in relation to a forty-hour (40) work week.
3. Each full-time employee and each part-time permanent employee will accumulate vacation pay, which will commence with the first full month of employment, but may not be taken until such non-exempt employee has been employed continuously by the County for six (6) months.
4. Employees will not be permitted to accumulate accrued vacation in excess of two hundred forty (240) hours. Any accrued vacation in excess of two hundred forty (240) hours will be forfeited. The employee will be given sixty (60) days from the time of notification from the Auditor of maximum accumulation to expend excess vacation prior to forfeiture. An employee may, if he or she wishes, convert vacation time to sick leave on an hour-for-hour basis. Any such request for conversion of accrued vacation balances shall be submitted to the Auditor in writing. Once converted in this manner, time cannot be reapplied to vacation time. Vacation accumulation will be pro-rated for part-time employees.
5. The department head shall determine the time to be taken off on vacation for each employee. When an employee has submitted a written request for time off that has been approved, said time off shall only be rescinded to meet an unanticipated departmental need that cannot be met without rescinding the approved time off.
6. Any non-exempt employee whose employment is terminated without the employee having taken the earned vacation, will be entitled to pay in lieu thereof for the number of working days of vacation, not to exceed two hundred and forty (240) hours, at the employee's current rate of pay.

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7. An employee who has moved from classified status to elected official shall be entitled to payment of vacation pursuant to Paragraph A.8., above.
8. Employees will be given one day off for their birthday or on such other day as may be approved by the department head.

**B. Holidays**

1. Non-exempt employees required to work on holidays will receive compensation at time and one-half for each hour actually worked. Holiday pay credit for employees not working on the holiday shall be either eight (8) hours or ten (10) hours dependent upon the work schedule of the bargaining unit members. Holidays are defined herein.
2. Permanent part-time employees will be entitled to holidays in proportion to the hours they work in relation to a forty (40)-hour workweek.
3. Holidays observed in the County offices shall be as follows:

Independence Day	July 4
Labor Day	First Monday in September
California Admissions Day	September 9
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Last Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve (one-half day)	December 24
Christmas Day	December 25
New Year's Eve (one-half day)	December 31
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Abraham Lincoln Birthday	February 12
President's Day	Third Monday in February
Memorial Day	Last Monday in May
4. All holidays will be celebrated on the same day as the State of California, with the exception of any holidays that the State of California and the County of Alpine do not mutually observe.
5. When a holiday falls on Saturday, the preceding Friday and not that Saturday, will be deemed to be the paid holiday and when a holiday falls on Sunday, the following Monday will be deemed to be the paid holiday. Any regular employee whose regularly scheduled day off falls on a paid holiday will be entitled to either eight (8) hours or ten (10) additional working hours of compensatory time off (CTO) dependent upon the work schedule of the bargaining unit members. Such compensatory time off will be scheduled at a time mutually acceptable to the employee and department head, but in no case will it be one year from the date of the holiday.



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6. Employees who are employed for the Court system may be required to work county designated holidays when State law requires that the Court remains open and available to the public. Such holiday scheduling will entitle the employee to holiday pay as provided in this Section.

**SECTION 12. SICK LEAVE**

- A. **Accrual.** Every non-exempt full-time permanent and probationary employee will accrue eight (8) hours of sick leave with pay for each full calendar month of full-time service, which accumulation will commence with the first full month of employment.
- B. **Partial accrual.** Permanent and probationary part-time employees will accrue sick leave in the proportion that his or her working hours bear to a forty-(40) hour workweek.
- C. **Unlimited accrual.** Employees may accrue an unlimited amount of sick leave hours with a 125 hour cap for sick leave cash out.
- D. **Conditions for granting of sick leave.** Accrued sick leave may be used during scheduled work hours when an employee is incapacitated by sickness, maternity or injury, for medical, dental or optical examinations or treatment, or in the event of serious illness in the employee's immediate family, for an employee who is a victim of domestic violence, sexual assault, or stalking, and for other such reasons as subject to the conditions outlined under "Use of Accrued Sick Leave," as it pertains to medical leave, or when an employee has been exposed to a contagious disease such that attendance at work could jeopardize the health of others.

When the requirement for sick leave is known to the employee in advance of his or her absence, the employee will request authorization for sick leave prior to the absence. In all instances, the employee will notify dispatch as promptly as possible by telephone or other means.

- E. **Doctor's release.** An employee who is absent from duty for more than three (3) consecutive days, four or more days within a calendar month, or more than two on-call days within a sixty day period, due to his or her illness, or that of a member of the immediate family, may be required by the County to present a doctor's certificate or other reasonable proof of illness to the Sheriff in order to be credited for sick leave. If the affidavit or statement is not filed, the employee is not entitled to be paid for sick leave unless the Sheriff and/or designee grants a waiver. An employee who is absent from duty due to an injury or illness arising out of and occurring in the course of County employment shall be requested to provide a doctor's release for work prior to returning to work. In case of frequent use of sick leave, or pattern of sick leave abuse is suspected, an employee may be requested to file a Physician's Statement for each illness regardless of duration for a period not to exceed six (6) months. An employee may be required to take an examination by a physician mutually agreed to by the County and the employee, if requested by the County, and/or shall authorize consultation with his or her own physician concerning his or her illness. On the basis of authoritative medical advice, the Sheriff shall determine whether an employee is physically

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incapacitated for the duties of his or her position and may take the action he or she considers appropriate.

- F. **Work related illness or injury.** Any employee compelled to be absent on account of injury or illness arising out of and occurring in the course of his or her County employment may elect, during such absence, to apply accrued sick leave on a prorated basis to such absence and receive compensation therefore in the amount equal to the difference between the compensation received by him or her under the Worker's Compensation Act and his or her regular County pay, not to exceed the amount of his or her accrued sick leave. In like manner, he or she may elect to use any accrued vacation time and compensatory time off after his or her sick leave is exhausted.
- G. **Disability program.** Any employee absent on account of injury or illness who is covered by a County-administered disability program may elect, during such absence, to apply accrued sick leave on a prorated basis to such absence and receive compensation therefore in the amount equal to the difference between the compensation received by him or her under the disability program and his regular County pay, not to exceed the amount of his accrued vacation time and compensatory time off for overtime after his or her sick leave is exhausted.
- H. **Illness while on scheduled vacation.** An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:
1. Was hospitalized during the period for which sick leave is claimed; or
  2. Received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed; or
  3. Presents verification of a bona fide illness to the satisfaction of the Sheriff; and
  4. In all the above circumstances, has not submitted a written letter of resignation.
- I. **Separation.** Upon termination, retirement or death, an employee or his or her survivors will receive compensation at the employee's regular salary for accumulated sick leave in accordance with the following formula:
1. One (1) through five (5) years of service, an employee will be entitled to compensation of twenty percent (20%) of his or her accumulated sick leave.
  2. After completion of five (5) years of service, an employee will be entitled to compensation of twenty-five percent (25%) of his or her accumulated sick leave up to 125 hours.
  3. At the time of retirement, the employee has the option of either collecting compensation for twenty-five percent (25%) of his or her accumulated sick leave, up to 125 hours or can elect to use one hundred percent (100%) of his or her accumulated sick leave toward retirement service credit. Any sick leave not applied toward service credit will be paid at the twenty-five percent (25%) rate. Retirement service credit, as used herein, means time to be added to years of service for retirement benefits calculations, not applied as paid time off.

**SECTION 13. LEAVE OF ABSENCE**



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**A. Leave of absence due to death**

Whenever any non-exempt employee is compelled to be absent from duty by reason of the death of the employee's father, mother, brother, sister, wife, husband, child, grandparent, grandchild, father-in-law or mother-in-law, he or she will be entitled to be absent with pay for not more than five (5) working days per calendar year and any time beyond the five (5) days may be charged to sick leave. It is the duty of the Sheriff to strictly enforce the provision of this Section.

**B. Leave of absence without pay**

1. Leave of absence without pay. Leave of absence without pay may be granted by the department head for any of the following reasons: any reason determined eligible under and subject to the provisions of the California Family Rights Act (CFRA) of 1991, the Family and Medical Leave Act of 1993 (FMLA) and Military Leave; including illness or disability when sick leave has been exhausted; pregnancy; to take a course of study that will increase usefulness on return to the position; or for personal reasons acceptable to the department head. A leave of absence as used in this Section, is a privilege, which may be granted to a regular employee wishing to leave the County service without pay and in good standing for a limited period.

A. The employee must make a written request to the department head for such leave, stating the date of the leave and the reason. Leave may be granted or denied based upon the needs of the County and the employee.

B. Such leave of absence for a total not exceeding thirty (30) working days in any one (1) year period may be granted by the department head for non-exempt employees and or the Board of Supervisors in the case of exempt employees, subject to the provisions of the California Family Rights Act (CFRA) of 1991, the Family and Medical Leave Act of 1993 (FMLA) and Military Leave as subsequently modified or added by state or federal law. Leave of absence for an extended period of time exceeding thirty (30) days in a one (1) year period must be approved by the Board of Supervisors.

C. 2. Leave of absence without pay may be granted to any employee for any of the following reasons:

- Illness or disability when sick leave has been exhausted;
- For family leave;
- To take a course of study that will increase his or her usefulness on return to the position;
- For personal reasons acceptable to the Sheriff whose approval is required for non-exempt employees, and for any long-term leaves of absence.

3. 4. An employee on leave of absence must use all vacation, CTO leave and may retain twenty-four (24) hours of sick leave before an unpaid leave of

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absence will be granted. Employees may convert vacation and compensatory time off (CTO) to sick leave for leave of absence only.

**C. Military leave of absence.**

Military leave. All employees shall be granted military leave in accordance with the laws in the State of California and the Military and Veterans' Code Sections 395 to 395.02. Request for military leave shall be submitted to the department head in writing accompanied by a military leave orders two weeks prior to the leave starting date, except in the case of state or a national emergency. The department head shall notify the County.

1. All employees entitled to military leave shall receive the greater of either the said law/code or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave (excuses Inactive Duty) per fiscal year for each other in which the employee was otherwise scheduled to work.
2. The period of military leave of absence is computed as part of the County service except that the employee who takes a military leave of absence before the completion of his or her probationary period shall complete the probationary period after his or her return. Employees are entitled to full compensation less military pay for the time spent on active military duty leave.
3. Any regular full time employee who is involuntarily called to full time active military duty during the term of this Agreement shall be entitled to receive those County health insurance benefits which he/she was receiving while he/she is on active military duty for a period not to exceed 180 days from the date he/she enters active military service; provided, however, if the employee and his/her dependents are provided health insurance or coverage through the military the employee shall not be entitled to receive County health insurance benefits.

**D. Jury Duty.** All employees ordered to jury duty will be entitled to his or her regular County pay provided they deposit their fees for such services, exclusive of mileage, with the County Treasurer. If an employee is not due to appear for jury duty until an afternoon court session, he or she will be expected to work his or her usual morning schedule. If an employee is required to appear for morning court, he or she will be expected to work the reasonable remainder of his or her schedule, as determined by the Sheriff.

**E. Emergency leave.** It is the stated policy of Alpine County that all County offices should remain open and functioning in at least a minimal capacity during times of emergency so that County services may be provided to the public in time of need.

Emergency leave may be granted to all or specified employees under the following circumstances:

1. During periods of natural disaster, such as fire, storm, or other phenomena, leave may be granted by the Sheriff, only when not detrimental to the requirements of the department to provide for the safety of the public. The Sheriff will be responsible for insuring that such leave is applied against each affected employee's vacation time or compensatory time off accruals.



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When the Sheriff or his or her designated representative is not available to make the determination to grant emergency leave, the Officer in Charge is authorized to make such determination.

2. During such periods as the workplace is determined by the Chair of the Board of Supervisors, or in his or her absence, by another Board member or by the Sheriff, to be unsafe so as to threaten the health of employees and there is no reasonable alternative workplace, emergency leave may be granted which, under this circumstance, will not be charged against the employee.

Any employee who is absent from work due to sickness, vacation, or other absence, or who is absent from the workplace on County business (i.e., attending a meeting out of the area), will not be entitled to any compensation as a result of the situation at the workplace. Those employees absent from the workplace due to sickness, vacation or other authorized leave will have their absence charged against the appropriate category of their employee benefits.

- F. Family and Medical Leave Act (FMLA).** When an employee has utilized any combination of compensatory time off (CTO), vacation, sick leave, disability leave, Family and Medical Leave Act (FMLA) leave, and California Family Rights Act (CFRA) leave, as subsequently modified or added, for a non-work related medical absence, which exceeds six calendar months, the County has the right to assess the impact of the continuing leave on the provision of County services. The County can require a second medical opinion, at County's expense. A third medical opinion, at County's expense, may be utilized in case of a difference of opinion between the first two doctors. This assessment process may be implemented several times over the course of a particular case, depending on the extensions granted and the circumstances of the case. Should review by the County indicate that an extended absence would significantly impact County services, County may initiate implementation of the County long-term disability policy.

**G. Gifting of accumulated leave**

The Catastrophic leave program is designed to allow employees to help other employees who themselves, or their immediate family, have a medical condition which will require an employee to be on unpaid leave for at least one month.

1. **Conditions for donating leave.** Employees are subject to the following conditions:
  - a. Employees will be able to donate compensatory time or vacation time. Donations of sick leave are prohibited.
  - b. All donations will be voluntary and are irrevocable.
  - c. The Auditor's office shall convert donated time to the eligible employee's sick leave accumulation on an hour for hour basis, not to exceed twelve (12) weeks total.
  - d. Only permanent employees are eligible to donate or receive gifts of accumulated leave.

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2. **Procedure.** The procedure for catastrophic leave is as follows:

- a. Upon receipt of a valid request for donations from an employee entitled to accumulate sick leave (eligible employee), the department head will post a notice of the eligible employee's need for donations of leave on bulletin boards accessible to employees. Confidential medical information will not be included on this notice.
- b. Employees wishing to donate time must fill out a written request stating:
  - Donating employee's name, social security number, and department name;
  - The name and department of the eligible employee to whom the time is being donated;
  - The number of hours the employee wishes to donate and whether they are compensatory time or vacation time hours; and
  - The request must be signed by the employee, authorizing the transfer of donated time to the eligible employee.
- c. Upon receipt of the request, the Auditor's office shall confirm that the employee has accrued enough time to satisfy the donation obligation.

**H. Absence without leave**

1. Failure to report for duty or failure to report for duty after leave of absence request has been disapproved, revoked or cancelled by the Sheriff or the Board of Supervisors, will be considered absence without leave.
2. Absence from duty without leave for any length of time without satisfactory explanation is cause for dismissal. Absence without leave for three (3) or more successive days will be deemed a tender of resignation.

**SECTION 14. PROBATIONARY PERIOD**

Persons entering County service as peace officers in the Alpine County Sheriff's Department will be required to serve a probationary period of one (1) year from the date of employment. A one-year probationary period is required by Peace Officer's Standards and Training (POST) for the reason that adequate evaluation of a person as a peace officer requires more than six (6) months. Upon successful completion of the probationary period, an employee will be considered for permanent status.

**A. Probationary period**

1. The probationary period will be the final phase of the examination process. It will be used by the Sheriff for the effective adjustment of the new employee and for the termination of any probationary employee whose performance does not meet the required standard of work, except that promoted employees will be returned to their pre-promotion status.
2. All appointments from eligibility lists for original entrance or promotion will be subject to the probationary period of one year required for peace officers.



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3. The probationary period will be from the date of appointment until approval of permanent status and will not include: time served as provisional, reserve, temporary or emergency appointees, and time off during suspension or leave without pay.
4. A probationary employee who is laid off during the probationary period, in the event of re-employment in the same position, will be required to complete only the balance of the one-year probationary period required for peace officer.
5. The permanent status of the probationary employee will begin on the day following the end of the probationary period, which may differ from the anniversary date set for that employee.

**B. Promotion, Reclassification, Reallocation**

When a current employee is reclassified or promoted to a class which is at least one range higher than his or her current class, he or she will be entitled to at least a one-step salary increase above his or her current rate. Should the promotion occur concurrently with the employee's eligibility for an anniversary step increase, the anniversary step increase will be included in the base salary before promotion. The effective date of the reclassification or promotion will become the new anniversary step increase date.

An employee whose position is reallocated to a lower salary range through no fault of his or her own continues to receive his or her current salary. Anniversary salary increases are not paid until such time as the employee's scheduled step increases exceed the incumbent's current salary.

**C. Anniversary date**

1. Anniversary date is the period of each year of employment at which an employee is eligible for a step raise. The anniversary date will be set as the first day of the pay period after which the probationary period is completed.
2. A permanent employee will be eligible for consideration for an anniversary step raise on the date of his or her anniversary.
3. Anniversary step increases will be handled in accordance with the following procedure:

The Sheriff will make a written evaluation of an employee's job performance within one (1) month prior to the affected employee's anniversary date. The Sheriff may, at this time, take the following action, based on the employee's evaluation:

- (a) Recommend that the anniversary step increase be granted.
- (b) Recommend that no anniversary step increase be granted because the employee's work does not come up to standard to warrant the increase.

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4. One copy of the evaluation and recommendation will become a permanent part of the employee's personnel file.
5. If approved, the step adjustment will become effective on the employee's anniversary date.
6. If disapproved, the employee will be notified of the disapproval and given the reason for the disapproval.
7. If the employee's classification is changed and a raise is given, then the employee's new anniversary date will be set at the first day of the next pay period.

**SECTION 15. EVALUATION**

**A. Performance Evaluations**

1. Performance appraisals are a means of determining such job characteristics as adjustment to employment conditions, integration in the work force, job learning progress, attendance, and any other feature of the individual's job that is significant to the employee's retention, decision-making, and the prospects of job success.
2. Subsequent to completion of the probationary period, the Sheriff or his or her designee will provide a performance evaluation for each employee annually, at the time of the employee's anniversary date. Such written evaluation shall be completed one month prior to the employee's anniversary date.
3. The Sheriff or his or her designee, shall be responsible for ensuring that an employee's completed evaluation and/or other appropriate documentation, is received by the Administration office prior to any proposed personnel action relating to the performance appraisal, including but not limited to, step advancement, demotion or termination.
4. The Sheriff shall use the official evaluation form provided by the County. This form shall be made available from, and distributed by, the Administration Office. Use of said form does not prohibit department heads from supplementing the standardized form with additional written comments or other relative information pertinent to evaluation of the employee's performance.
5. One copy of the evaluation and recommendation shall become a part of the employee's permanent personnel file.
6. Timely evaluations are the responsibility of the Sheriff or his or her designee. Should an employee's step increase be delayed more than 30 days due to an untimely evaluation, the step increase shall be paid retroactively to the original date.

**B. Probationary evaluation.**



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1. Probationary employees will be given probationary evaluations by the Sheriff at the third (3<sup>rd</sup>), sixth (6<sup>th</sup>) and eleventh (11<sup>th</sup>) months of the probationary period. The Sheriff will notify the employee in writing prior to the end of the probationary period as to whether or not the employee is to receive permanent status. The Sheriff can, at his or her discretion, terminate the employee any time during the probationary period upon filing of a written statement to that effect with the Board's designee and the affected employee. The probationary employee will not have any right of appeal, except as specifically provided by the Peace Officer's Bill of Procedural Rights (Government Code §3300, et seq.) or other applicable law.
  2. A probationary period may be extended for a period not to exceed three (3) months when, due to verifiable circumstances, it is not possible to make an adequate evaluation of the employee's performance during the probationary period. Any such extension will not affect the employee's rights to benefits provided under this document.
- C. **Evaluation Process.** Evaluations are intended to be participatory in nature involving the employee's input as much as the department head's. Any evaluation, when completed, shall be reviewed with the employee by the department head during the employee's working hours, without loss of pay or benefits to the employee.
1. No written evaluation shall be placed in any employee's personnel file, or other County record, until the evaluation has been reviewed with the appraised employee. Both the Sheriff and the employee shall affix to the form their signatures and the date of review. The employee's signature shall not indicate that he/she agrees with the contents, conclusions, or recommendations of the appraisal, but only that the employee has read the appraisal and has had an opportunity to discuss it with the appraiser. The appraiser shall not add material to the appraisal after the employee and the appraiser have signed the appraisal form.
  2. Any employee who wishes to respond to his/her evaluation may, during the employee's working hours, make such a written response within fifteen (15) calendar days after receiving said evaluation. The response shall be presented to the Sheriff and included in the employee's personnel file. Both the Sheriff or his or her designee and the employee shall affix to such written response their signatures and the date upon which the Sheriff receives such written response.
  3. Performance evaluations shall not be subject to the appeal or grievance procedures, except when the evaluation would be subject to the Peace Officer's Bill of Rights.

**SECTION 16. INSURANCE**

A. **General terms and conditions.**



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1. County will provide medical, dental and vision plans for participation by County employees and their qualifying dependents as outlined in this Section. The actual benefits available under the medical plan, the dental plan, and the vision plan for County employees and their dependents will be as described in the benefits booklet and master plan document for each type of plan and will apply to all qualifying participants, except that the benefits for employees and their dependents who qualify for Medicare will be described in the benefits booklet and master plan document for Medicare supplemental coverage.
2. For purposes of the medical plan, County employees shall be defined as all active employees working thirty two (32) hours per week or more, elected officials, and all retired employees. Dependents are specifically defined in the medical, dental and vision plans.
3. Employees and their dependents will be eligible for medical insurance coverage at the time and upon the conditions specified in the medical health insurance plan. Seasonal and temporary employees and their dependents are not eligible for medical, dental or vision benefits. Intra-county transfers of employment will not affect the employee's eligibility for benefits if the position they transfer to meets the criteria for eligibility.
4. As described in this section, the Plan Year will mean July 1 – June 30 of each year.
5. As described in this section, actual costs will mean the actual monies expended for insurance plan costs as provided by the Alpine County Auditor's Office for each Plan Year.
6. State or federal law, enacted subsequent to this agreement, which provides relief from the fiscal obligations of the parties under this agreement, without detriment to the participants, will supersede those provisions. The parties will meet and confer to resolve any issues which arise from subsequent state and federal law regarding health care.
7. Nothing in this section is intended to alter or otherwise interfere with the parties' rights and obligations to meet and confer in good faith on all health care benefits pursuant to this agreement.
8. County and the Union will endeavor to work cooperatively to monitor medical, dental and vision insurance alternatives to efficiently and effectively manage these plans. To this end, the parties agree to establish a Health Committee, comprised of two representatives from each represented employee group, including the Alpine County Deputy Sheriff's Association (DSA), for ongoing efforts in this area. Structural or benefit modifications to the medical, dental and vision plans will be subject to the meet and confer process.

**B. CSAC Health Care Plan.** The County shall pursue enrollment in the California State Association of Counties (CSAC) health benefits plan, through the Special District Risk Management Authority (SDRMA).

**C. Maximum contribution – cost sharing.** The current contribution by the County to the health insurance policy (which includes medical, dental and vision) as of the date of this Amendment is as follows:

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\$900.00	Monthly Cap Single
\$1600.00	Monthly Cap Employee + 1
\$2100.00	Monthly Cap Family

Retirees covered under the provisions of this agreement shall be subject to the same pro rata cost sharing formula, except as set forth below.

The parties agree that the medical plan shall be made available to the County employee and, where applicable, their dependents. Retirees and their dependents shall not be eligible for vision benefits, unless such coverage is available at no additional cost to the County and is mutually agreed upon by the County and Union.

**D. Eligibility for post-retirement benefits.**

Peace officers hired **after December 19, 2000** must have twenty (20) years of continuous full-time service with Alpine County as defined by PERS to be eligible for medical and dental benefits at retirement. Peace officers employed after December 19, 2000 must retire from Alpine County at the age of fifty (50) or greater to be eligible for post retirement medical and dental benefits. Said medical and dental benefits are provided for the employee only. Upon reaching the age of eligibility for Medicare, the County will provide a Medicare Supplement of its choosing for the continued coverage of eligible retirees under this section.

**E. Cost sharing: post-retirement benefits.**

1. Pre and Post 1995 eligible retirees and/or spouses are required to enroll in Medicare Part A and Part B at the expense of the employee
2. Pre and Post 1995 eligible retirees and/or spouses will be converted to an AARP Medicare Supplement Plan of their choice and a retiree Delta Dental Plan.
3. County will provide a maximum contribution of Four Hundred Dollars (\$400) per month per eligible participant for supplemental plans and dental coverage
4. Eligible retirees and/or spouses choosing AARP Medicare Supplement Plans and dental plans that exceed the maximum contribution will be responsible for paying the difference. Alpine County will invoice the retiree for any charges that exceed the maximum contribution of \$400.00. .
5. Retirees that are not eligible for Medicare shall be included in the County employee health insurance plan with cost sharing the same as with active employees.

**F. Long-Term Disability Policy.** Effective as of the date of MOU ratification by the Board of Supervisors, County will pay for a long-term disability insurance plan for peace officers in an amount not to exceed one percent (1%) of base salary per year. Plan benefits will be based on the example plan submitted by ACSOA (California Law Enforcement Union's Individual Salary Protection Plan, dated 03/94). The Officers will identify the Plan and the County shall pay the insurance. Upon ratification and adoption of this MOU, the County shall take the steps necessary to remove Association members from the State Disability Insurance program. This action is being taken at the request of the Association due to the availability of the long term disability plan.



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- G. **Physical standards – requirement for.** Physical standards for safety officer unit positions are accepted and will be adopted by the Board of Supervisors as a modification of County job descriptions for all peace officer positions. Job descriptions are available on the County website and from the Personnel department.

**SECTION 17. RETIREMENT**

- A. All members employed with the County prior to January 1, 2013 shall maintain their current CalPERS formula and retirement benefit calculations.
- B. Effective January 1, 2013, and upon hire, all new members shall receive the 2.7%@57 formula and shall pay 50% of the normal benefit formula and contribution rate. "New Members" shall be defined as an individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was not a member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.
- C. All members who do not fit into the definition of "new members" will be considered "Classic Members" of CalPERS.
- D. Effective January 1, 2013 or after, "new members" will have their retirement benefit calculations based on their three (3) highest years.
- E. Employees shall pay the employee's share of the PERS retirement for a total of 9%. The County of Alpine has implemented the provisions of Section 414(h)(2) of the Internal Revenue Code (IRC) on behalf of the employees covered under the terms of the agreement.
- F. The PERS plan for all employees includes the following options:
1. Sec. 20024 - One-year highest final compensation;
  2. Sec. 20965 - Credit for unused sick leave;
  3. Sec. 21264 and 21626 - Post-Retirement Survivor Allowance;
  4. Sec. 21427 - Improved non-industrial disability allowance;
  5. Sec. 21572 - Increased level of 1959 Survivor Benefits.
  6. Sec. 21024 - Military Service Credit as public service

**SECTION 18. BREAKS**

There will be two (2) fifteen-minute breaks each workday.



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**SECTION 19. CLOTHING AND EQUIPMENT**

- A. **Uniform allowance.** Upon ratification of this MOU, all uniformed employees in the Sheriff's Department shall receive a uniform allowance in the sum of one thousand dollars (\$1,000.00) annually. Payment of \$500.00 shall be made on or about January 15 and payment of \$500.00 shall be made on or about June 30 by special payroll.
- B. **Safety equipment.** County will furnish that safety equipment as required by law to peace officers employed by Alpine County. All equipment entrusted to an employee in this unit will be maintained by the employee in a reasonable and prudent manner. Such equipment will include, at a minimum:

Body armor	Handcuffs – Handcuff case
Ammunition	Gun
Sam Browne Belt/Vest	Flashlight and batteries
Raincoat	Tasers.

The Sheriff or Undersheriff may conduct inspections of clothing and equipment at any reasonable time to verify condition and appropriateness.

**SECTION 20. RECORDS**

- A. **Attendance Records.** It is the responsibility of the Sheriff to keep reasonable and adequate records of attendance, vacation, sick leave, overtime compensatory time, and other authorized and unauthorized leave on departmental employees and the Sheriff is required to submit said records on a monthly basis to the County Auditor.
- B. **Personnel Records.** Peace officer personnel files will be maintained by the Administration/Personnel Office in a secure and locked file cabinet and will contain a copy of the class specifications, the original application for employment, any critical history records, performance evaluations, and any other pertinent information relating to the employee's position. Access to and additions to said records will be in accordance with the rules and regulations of Alpine County Code, Chapter 2.88, and with law.

**SECTION 21. POST INCENTIVES (see Attachment "A")**

Effective the start of payroll following adoption of this MOU, Peace officers, excluding the Sheriff, will receive a four percent (4%) salary incentive for P.O.S.T. Intermediate Certificates, and five percent (5%) for P.O.S.T. Advanced Certificates, including certificates required in the job description (maximum of 9%). In addition, an employee will be considered for tuition reimbursement for job-related education courses when in the best interest of the County, recommended by the Sheriff, and approved by the Board of Supervisors.

**SECTION 22. DISCIPLINE**

- A. **Sheriff Responsibility.** The Sheriff is responsible for maintaining the proper conduct and performance of his or her department. An employee who has permanent status, except as otherwise provided herein, may be disciplined by the Sheriff for reasonable cause only. In all cases of disciplinary action, except oral reprimand, the Sheriff will

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prepare a notice in writing stating specifically the requirements as outlined in Section E of this section.

B. **Definition.** As used herein, "disciplinary action" or "action" means written reprimand, which includes written references which appear in the employee's personnel file; reduction in rank or pay step; suspension; demotion; or termination. The Sheriff is authorized to implement emergency suspensions.

C. **Reasons for disciplinary action.** The following reasons will be deemed sufficient for dismissal, suspension, demotion or reduction in salary, provided that such action will be limited to these reasons:

1. Fraud in securing employment;
2. Incompetency;
3. Inexcusable neglect of duty;
4. Insubordination;
5. Dishonesty, untruthfulness;
6. Possession, consumption, or use of, or being under the influence of, alcohol or illegal drugs while on duty, on department business, on department premises, in department vehicles, or at range facilities, unless authorized under a specific department assignment;
7. Manufacture, possession, sale or use of illegal controlled substances, or abuse of legal controlled substances;
8. Inexcusable absence without leave;
9. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
10. Inexcusable discourteous treatment of the public while on duty;
11. Inexcusable discourteous treatment of other officers or employees of the County while either or both parties are on duty;
12. Failure to abide by the following rules, regulations, policies and procedures, established by the County and presently enforced:
  - Employment Contract
  - Department Manual/policies
  - Personnel Rules and Regulations
  - No Harassment Policy
  - Drug and Alcohol-Free Workplace Policy
  - Equal Employment Opportunity Policy.
13. Willful disobedience of an order or direction given by a superior;
14. Unlawful physical altercation while on duty;
15. Theft;
16. Refusal or inability to perform assigned duties within the scope of the classification assignment which results in performance lower than that which is typically required of a similar employee in a similar position;
17. Engaging in off-duty employment, including self-employment, where such employment would result in a conflict of interest;
18. Any act of conduct that is discriminatory toward another person's race, color, national origin, age, sex, sexual orientation, or religious beliefs;
19. Misuse or malicious damage of County property;



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20. Failure to perform work in accordance with accepted County or state job safety requirements;
21. Improper political activity, political activity of any nature while on duty or in uniform.

**D. Disciplinary Action Documentation**

The Department will employ the use of the following forms when dealing with counseling and disciplining employees:

1. Counseling Memo. A written memo used by the Sheriff to notify personnel that a specific behavior is unacceptable and could result in disciplinary action if continued. The counseling memo is retained in the employee's personnel file but does not constitute disciplinary action or a reprimand. It is simply used to document, in writing, a counseling session held between management and an employee.
2. Notice of Disciplinary Action: A written memo used to document disciplinary action following the completion of a pre-disciplinary hearing. The *Notice of Disciplinary Action* may serve to document a written reprimand, suspension, demotion in step or rank, termination, or any other form of disciplinary action. The Notice of Disciplinary Action is kept in the employee's personnel file and will remain there until such time as the employee successfully petitions the Sheriff for its removal.

**E. Disciplinary Action Procedures**

The following procedure is hereby established for disciplinary action taken by the Sheriff against employees under this MOU. Timeframes for response by the officer will be suspended for periods during which the officer is physically unable to respond, as determined by a physician in writing.

1. Emergency Suspension. Notwithstanding anything to the contrary, an employee against whom disciplinary action is taken may be immediately suspended, with pay, upon verbal notification pending a notice of intended disciplinary action and a pre-disciplinary hearing.
2. Initial Notice of Intended Disciplinary Action. Prior to the proposed imposition of disciplinary action, excluding written reprimands, the Sheriff shall give written notice to the employee. This written notice of intended disciplinary action shall be personally delivered to the employee or sent to the employee by certified mail. The contents of the written notice shall include, but need not be limited to, the following:
  - a. A statement in ordinary and concise language outlining in detail the specific violations of Department rules, regulations, ordinances, policies, or any state or federal law that the employee is alleged to have violated.
  - b. The contemplated disciplinary action, the effective date, and the reason(s) for that specific action.

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- c. Copies of all materials pertaining to the charges including, but not limited to, tape recordings, reports, memorandums, transcripts, witness statements, and all other available materials and evidence.
  - d. Notice that the employee may request a pre-disciplinary hearing within ten (10) calendar days of delivery or mailing of the intended disciplinary action notice. Such request must be made in writing, addressed to the Sheriff. The pre-disciplinary hearing may be waived by the employee, either by written waiver or by failure to submit the written request for pre-disciplinary hearing within the time allowed. The pre-disciplinary hearing shall be before the Sheriff or his / her designee. The employee shall be afforded a reasonable opportunity to respond orally or in writing at the meeting.
  - e. A complete statement of the employee's rights and responsibilities as they pertain to the Disciplinary Action and Appeals Procedure including the employee's right to be represented during such hearings and any other steps in the appeal process.
3. Final Notice of Disciplinary Action. Within fourteen (14) calendar days following the pre-disciplinary hearing, if disciplinary action is still contemplated, the Sheriff shall serve upon the employee a Notice of Disciplinary Action indicating his or her intention to proceed with disciplinary action. Such notice shall include any amendments to pre-disciplinary hearing.

Within fourteen (14) calendar days of being served with the Notice of Disciplinary Action, the employee shall submit to the Sheriff and the Board designee a written request for an administrative review of the disciplinary action. Failure by the employee to submit to the Sheriff and the Board designee a written request for review of the disciplinary action within fourteen (14) calendar days shall constitute a waiver of the employee's right of an administrative appeal.

4. Administrative Appeals Process. All members of the bargaining unit, having successfully completed the applicable probationary period, shall have the right to appeal any form of punitive or disciplinary action affecting compensation and pay of the employee, including but not limited to, termination, demotion, suspension, reduction in pay, and written reprimands. All time requirements in this section are subject to modification or waiver by mutual consent of the parties.

**Mediation.**

The first step in the Appeal Process shall be mediation. Within fourteen (14) calendar days of receiving the employee's written request for administrative review, the Union representative and Board designee shall request that the California State Mediation and Conciliation Service refer a State Mediator to assist the parties in a resolution of the dispute. Referral to the next step in the Appeal Process shall not occur until the mediator has released the parties from the mediation process. The cost of the mediator, if any, shall be shared equally between the parties.



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Written reprimands may be appealed only through the mediation process. If mediation does not resolve the dispute the employee may request that the mediator provide a written recommendation which shall be placed in the employee's personnel file.

**Binding Arbitration.** If mediation does not resolve the dispute and the employee and Union wish to pursue an appeal, the next step shall be Binding Arbitration. This step shall be taken upon receipt of the written appeal and release from the mediation process. The County and the Union shall within twenty (20) calendar days select a mutually agreeable arbitrator through a formal arbitration service such as the American Association of Arbitrators (AAA), the State Mediation and Conciliation Service, or by mutual agreement of the parties. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall submit the disciplinary appeal for hearing before an Administrative Law Judge through the State Office of Administrative Law.

**a. Arbitrator / Administrative Law Judge Review.** The parties agree that a review conducted by the Arbitrator or Administrative Law Judge shall be conducted as follows:

- The hearing shall be scheduled and conducted at the earliest possible date taking into account all parties' schedules and each party's requisite need for preparation and discovery. The County shall make available for testimony, without loss of pay or benefits, any employee whose appearance is requested.
- The Arbitrator / Administrative Law judge must issue findings of fact following the conclusion of the hearing informing the employee and the County of the basis of his/her decision.
- The sole remedy available to the employee in any such arbitration hearing shall be revocation of the previously imposed disciplinary action, and reinstatement to his or her previous position, if applicable. The Arbitrator shall be authorized to award back pay.
- The decision of the Arbitrator / Administrative Law Judge shall be final and binding on all parties. The Arbitrator / Administrative Law Judge shall have no authority to add to, delete or alter any provision of the Memorandum of Understanding.
- All fees and expenses of the Arbitrator / Administrative Law Judge hearing process, and related fees and expenses such as court reporter, required by the procedure shall be borne equally by the parties.

## **SECTION 23. GRIEVANCE**

- A. **Definition.** A grievance is a claimed violation, misinterpretation, inequitable application or non-application with provisions of this Memorandum of Understanding. A grievance is not appropriate remedy to disciplinary action.
- B. **Informal resolution.** Employees are encouraged by both parties to this MOU to meet with their department head to discuss the issue that they are concerned about prior to filing a formal grievance.

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C. **Required information:** Any grievance shall contain the following information:

1. The employee name, class title, department, and mailing address.
2. The specific provision of this Agreement alleged to have been misapplied, misinterpreted, or violated.
3. The facts pertinent to the grievance, including the names, dates, places and incidents necessary for an understanding of the grievance.
4. The alleged adverse effect upon the grievant resulting from the alleged misapplication, misinterpretation, or violation.
5. The remedy for such alleged adverse effect sought by the grievant.
6. The date of execution of the grievance and the signature of the grievant

D. **Process for filing grievance.** Employees covered by this Agreement shall use the following procedure for submitting grievances:

1. **Informal Grievance Procedure:** Within ten (10) working days of the event giving rise to a grievance, the issue shall be presented to the department head or other appropriate authority. Use of the informal grievance process shall be a prerequisite to the institution of a formal grievance.
2. **Formal Grievance Procedure:** If the issue is not resolved by informal means, a formal grievance may be instituted, in writing, within ten (10) working days after conclusion of the informal process. The writing shall contain the factual and legal basis for the grievance and a proposed resolution. The document shall be filed with the County Clerk. The Board designee shall, within ten (10) working days, meet with the grievant, his or her employee organization representative, and the department head to seek a mutually acceptable resolution to the grievance.

If no resolution is reached, the next step in the grievance process shall be mediation. If the grievant wishes to pursue the grievance, the Union representative and Board designee shall request within ten (10) working days mediation by the California State Mediation and Conciliation Service to assist the parties in the resolution of the grievance. Referral to the next step in the grievance process shall not occur until the Mediator has released the parties. The cost of the Mediator, if any, shall be shared equally between the parties. If mediation does not resolve the grievance, the grievant may within ten (10) working days, submit the grievance to a three (3) member Appeals Board. The Appeals Board shall consider the appeal within fifteen (15) working days.

E. **Appeals Board.** The Appeals Board shall consist of the following members:

1. The County shall appoint a management representative to hear the grievance appeal.
2. The Union shall appoint an employee representative to hear the grievance appeal.
3. The State Mediation and Conciliation Service will provide a State Mediator who shall not be the same Mediator who initially mediated the grievance. The State Mediator shall serve as the chair of the Appeals Board.



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The cost of the State Mediator, if any, shall be shared equally by the parties. The County and the Union shall be responsible for any cost associated with their respective appointees.

The decision of the Appeals Board is the final step in the grievance process and is not subject to appeal. However, the Appeals Board shall have no authority to alter, amend, subtract, or add to the provisions of this Agreement in any way. Any decision shall be based solely upon a determination of the facts and an interpretation / application.

**SECTION 24. PEACEFUL PERFORMANCE**

The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the County employees covered by this Agreement are essential to the public health, safety and general welfare of the residents of Alpine County. Union agrees that under no circumstances during the term of this agreement will the Union recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, work stoppage, in any office or department of the County, nor curtail any work or restrict any production, or interfere with any operation of the County. Out of uniform and off-duty Union members may picket in peaceful manner.

Nor will this organization or its members refrain from performing duties normally assigned to members of this unit or engage in any sympathy strike by recognizing the strike, job action or picket lines of any other organization.

In the event of any such work stoppage by any members of the bargaining unit, the County will not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased. In the event of any work stoppage, during the term of this Memorandum of Understanding, whether by the Union or by any member of the bargaining unit, the Union, by its officers, will immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice will be served upon the County. In the event of any work stoppage the Union promptly and in good faith performs the obligations of this paragraph, and providing the Union has not otherwise authorized, permitted, or encouraged such work stoppage, the Union will not be liable for any damages caused by the violation of this provision. However, the County will have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the County will have the right to seek full legal redress, including damages, against any such employee.

**SECTION 25. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

Alpine County, a political subdivision of the State of California, is an equal opportunity employer and is committed to an active Equal employment Opportunity Program.

The objective of the Equal Opportunity Program is to ensure non-discrimination in employment and whenever possible to actively recruit and include for consideration for employment minorities, women and persons with disabilities.

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It is the stated policy of Alpine County that all employees and applicants will receive equal consideration and treatment in employment without regard to race, color, religion, ancestry, national origin, age, sex, sexual preference, marital status, and medical condition or physical disability which does not preclude the employee or the applicant's ability to perform the job as defined in the job description with reasonable accommodations.

All recruitment, hiring, placements, transfers and promotions will be on the basis of individual skills, knowledge and abilities, and the feasibility of any necessary job accommodation.

All other personnel actions such as compensation, benefits, layoffs, terminations and training are also administered without discrimination and under the above criteria.

**SECTION 26. SEVERABILITY**

In the event that any provision of the Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal and unenforceable, that provision of the Memorandum of Understanding will be null and void, but such nullification will not effect any other provision of this Memorandum of Understanding, all of which other provisions will remain in full force and effect.

**SECTION 27. ENTIRE MEMORANDUM OF UNDERSTANDING**

- A. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of agreement, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the County, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.
- B. Notwithstanding the provisions of Section 1, there exists within the County certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or County ordinances, they shall continue subject to being changed by the County in accordance with the exercise of County rights under this Agreement and applicable State law.

**SECTION 28. WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT**

Except where required by the terms of this Agreement, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum.

**SECTION 29. TERM OF MEMORANDUM OF UNDERSTANDING**



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The term of this Memorandum of Understanding shall commence on October 1, 2017, and shall continue in full force and effect through September 30, 2021.

**SECTION 30. RATIFICATION AND EXECUTION**

The County and the Union acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Union and adopted by the Board of Supervisors for the County of Alpine. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and the Union and entered into this 21st day of August, 2018.

**SECTION 31. PUBLIC EMPLOYEE PENSION REFORM ACT ("PEPRA") (2013)**

It is the intent of the Parties that the terms set forth herein be consistent with the provisions of the Public Employee Pension Reform Act ("PEPRA") effective January 1, 2013, as it may be amended from time-to-time. In the event that the provisions of PEPRA are inconsistent with the provisions of this Agreement, the provisions set forth in PEPRA shall prevail.

**COUNTY OF ALPINE**

By:   
Donald M. Jardine, Chair  
Board of Supervisors


By: \_\_\_\_\_  
Margaret Long, Negotiator

**DEPUTY SHERIFFS ASSOCIATION**

By: \_\_\_\_\_  
Mark Salvo, Unit Representative

By:   
Chris Harootunian, DSA Representative  
Brian Lowry

Approved as to form:

By:   
David Prentice, Alpine County Counsel

ATTACHMENT "A"

Education Incentive Pay -POST Certificates

I, \_\_\_\_\_, state that I have completed all of the requirements to receive my Intermediate / Advanced (choose one) POST certificate. I have not yet received my POST certificate, but have applied for it and a copy of that application is attached.

In exchange for the County of Alpine agreeing to start paying me the education incentive pay related to the above-described POST certificate before I have received it, I agree to reimburse the County of Alpine all of the education incentive pay related to the Intermediate/Advanced (choose one) POST certificate if the issuance of the POST certificate is denied by POST for any reason.

In the event my POST certificate is denied, I understand and agree that my education incentive pay will be reversed and I agree to reimburse the County as follows (select one):

- ☐ Lump sum payroll deduction— within 30 days of the date the County statement containing the total education incentive pay subject to reimbursement.
- ☐ Authorizing automatic payroll deductions for the full amount of the education incentive pay subject to reimbursement divided over 8 payroll cycles.
- ☐ Deduction of accrued leave or CTO hours.

I further understand that if I am required to reimburse the County as outlined above, and there may be tax consequences to which I will be solely responsible.

Upon receipt of the POST certificate, I shall immediately forward a copy to the appropriate staff of the Police Department, who shall then forward a copy to the County Human Resources Department.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_



# AGENDA TRANSMITTAL



**TO:** Board of Supervisors

**FROM:** Sarah Simis, Deputy CAO to Personnel and Risk Management

**DATE OF MEETING:** August 21, 2018

**PREPARED BY:** Sarah Simis, Deputy CAO to Personnel and Risk Management

**TITLE:** Request approval of Memorandum of Understanding by and between the County of Alpine and the Alpine County Deputy Sheriff's Association, effective 10/1/2017 through 9/30/2021.

**SUMMARY:** The County Negotiator has met with the DSA Bargaining Unit and an agreement was reached. The MOU is attached.

## RECOMMENDED ACTION:

Approve MOU

## ISSUE STATEMENT AND DISCUSSION:

All anticipated fiscal and operational impacts have been discussed with the Board and the Sheriff. The DSA membership has voted to ratify the negotiated contract. The changes due to the Janus supreme court decision will be addressed in a side letter with the Union once we have had a chance to meet and confer on those specific issues.

### FISCAL IMPACT:

	<input type="checkbox"/> (Not Applicable)
1) Budgeted Current Fiscal Year	
2) Total Anticipated Cost Current Year	<u>\$0.00</u>
3) Total Anticipated Cost Annual Year	<u>\$0.00</u>

### SOURCE

<input type="checkbox"/> Unanticipated	<u>\$0.00</u>
<input type="checkbox"/> Revenue From	<u>\$0.00</u>
Contingency	<u>\$0.00</u>
Other:	

## FUNDING SOURCE:

## INSTRUCTIONS TO CLERK:

Personnel, Finance, Sheriff

*Scan copy to Michelle Beckwith*

**APPROVED**

*8/21/2018*

*cc2018-36*